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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. PARTIES

A. Address

THIS AGREEMENT FOR BODY ARMOR VESTS, ACCESSORIES, SUPPLIES, FITTING AND MAINTENANCE SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **ARMOR HOLDINGS PRODUCTS, L.L.C.**, ("Contractor"), a Delaware limited liability company doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

<u>City</u>	<u>Contractor</u>
Chief, Houston Police Department City of Houston P.O. Box 1562 Houston, Texas 77251	Armor Holdings Products, L.L.C. 13386 International Parkway Jacksonville, Florida 32218 Phone: (904) 741 - 5400 Fax: (904) 741 - 4792

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Scope of Service
- B. Unit Prices for the Vests and Accessories and Options
- C. MWBE Subcontract Terms
- D. Equal Employment Opportunity
- E. Drug Policy Compliance Agreement
- F. Drug Policy Compliance Declaration
- G. Certification of No Safety Impact Positions

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ARMOR HOLDINGS PRODUCTS, L.L.C.

CITY OF HOUSTON, TEXAS

By: [Signature]
Name: Ian T. Graham
Title: VP & Secretary

Signed by:
By: [Signature]
Mayor

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

ATTEST/SEAL:
[Signature]
City Secretary

By: _____
Name: _____
Title: _____

APPROVED:

[Signature]
City Purchasing Agent

[Signature]
Chief, Houston Police Department

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
L.D. No. 0620701491001

COUNTERSIGNED BY:
[Signature]
City Controller [Signature]

DATE COUNTERSIGNED:

4-15-08

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Acceptance” means acceptance of the Vests supplied under this Agreement after testing and using the Vest for a trial period as set out in Section IV, H.

“Accessories and Options” mean the helmets and shields listed in Exhibit “B” which are worn along with Vests and options such as strike plates and concealable protection items such as tactical outer carriers with two patches and six pockets, or uniform shirt carriers that are worn along with Vests for protection by HPD officers also listed in Exhibit “B,” and which the Director may authorize for purchase for HPD officers under this Agreement.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

“Ballistics Panels” mean the bullet-resistant panels made out of materials set out in Exhibit “A” for each type of Vest and used by Contractor to construct the Vests supplied under this Agreement.

“Body Armor” means bullet-resistant Vests with the specifications set out in Exhibits “A” and “B” manufactured by Contractor and supplied to City under this Agreement for issue to HPD officers.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

“City Purchasing Agent” means the Purchasing Agent for the City of Houston, or the person he or she designates.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature

page of this Agreement.

"Director" means the Chief of the Houston Police Department, or the person he or she designates.

"Documentation" means the manual provided by Contractor with each Vest that details the design, operations and instructions for using the Vest to obtain the desired results.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Houston Police Department" or "HPD" means the Houston Police Department including officers belonging to the Department's SWAT and Narcotics divisions.

"Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation".

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Outershell Carrier" means the washable carrier that houses the Ballistics Panels of each Vest supplied under this Agreement and can be unzipped for laundering as set out in Exhibit "A".

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Vests" mean the three types of body armor manufactured by Contractor and customized to meet the requirements of HPD officers as set out in Exhibit "A" of this Agreement.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "A".

B. Coordinate Performance

_____ Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Reports

Contractor shall submit to the Director quarterly reports of officers measured, vests delivered, and officers to whom vests were delivered.

D. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

E. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO

PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY,

WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

G. INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO

CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR,
(2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE
AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE
ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE
EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND
CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

H. INDEMNIFICATION - SUBCONTRACTOR'S INDEMNITY

_____ CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND
THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE
SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND
INDEMNITY TO THE CITY.

I. INDEMNIFICATION - PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or
circumstances which could give rise to an indemnified loss, the receiving party shall give written
notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for
indemnification or a different amount of indemnified loss than that indicated in the initial notice.
If the City does not provide this notice within the 10 day period, it does not waive any right to
indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense
because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

J. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance

coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- (3) Products Liability
\$26,000,000 per occurrence; \$26,000,000 aggregate
- (4) Automobile Liability insurance
\$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 calendar days written notice to the City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

K. Warranties

Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

L. Five-Year Warranty On Ballistics Panels

Contractor warrants that the Ballistics Panels used in constructing the three types of Vests being supplied to City under this Agreement shall be free from defects in workmanship and materials for a period of five years from the date each such Vest is Accepted by the City as set out in Section IV, G below. Contractor shall replace at its own cost any Ballistics Panel that the Director determines fails to meet the "NIJ 05 Interim Standard" or the applicable NIJ standard to which the Vest was originally certified by Contractor when the Vest model was first offered to HPD under this Agreement, or is defective or broken for a period of five years from the date such Vest is Accepted by the City as set out below.

The City and the HPD officer to whom a Vest is issued under this Agreement shall follow the following procedure in the event a Ballistics Panel is broken, interrupted, or damaged in any way:

- (1) Cease using the Vest immediately;
- (2) Mail the Vest to Armor Holdings Products, LLC, 13386 International Parkway, Jacksonville, FL 32218, USA, Attention: Servicing Department, (shipping costs to be paid by City) for inspection and replacement.

Contractor shall inspect and replace at no charge to City the Ballistics Panels shipped to Contractor as set out above to ensure that the Vest is safe for use by the HPD officer to whom the Vest is issued. Upon inspection of the Ballistics Panels shipped to Contractor by the City, if

Contractor determines that the damage or interruption to the Ballistics Panels was caused by neglect or abuse, then Contractor shall advise the Director of the same and submit in writing for the Director's review and approval the recommended replacement to restore the Vest for safe use and the cost of such repairs (inclusive of shipping costs). In the event the Director sends Contractor a written request for the recommended replacement to be made to the Ballistics Panels to restore it for safe use by the HPD officer to whom it is issued, and approves in writing the cost of such replacement, then Contractor shall replace the Ballistics Panels at the cost approved by the Director in writing and ship it back to City as directed by the Director.

M. VestCheck Continuous Testing Warranty

Contractor shall provide its VestCheck testing service at no cost to the City as set out below, during the term of this Agreement:

- (1) Contractor shall submit ballistics test results to the Director along with the Vests supplied as set out in Exhibit "A";
- (2) One year from the date the Director first Accepts Vests for use by HPD officers as set out in Section IV, G below, Contractor shall randomly select a Vest from each of the three types of Vests supplied to the City for testing;
- (3) Contractor in consultation with the Director, shall ensure that the Vest selected for testing is one that has been in use by an HPD officer during the first year that such Vests supplied under this Agreement have been in use by HPD officers;
- (4) Contractor shall provide the HPD officer whose Vest has been selected for testing a replacement Vest of the same model issued to that HPD officer for use in place of the one being tested;
- (5) Contractor shall continue to test the three types of Vests it provides under this

Agreement on or about the second, third, fourth and fifth anniversary of the date from when the Vests were first Accepted for use by HPD officers.

Contractor shall submit test results to the Director for review and feedback on all tests done on the Vests at various intervals during the term of this Agreement as set out above.

N. Outershell Carrier Warranty

Contractor warrants that the Outershell Carrier that houses the Ballistics Panels of the Vests it supplies under this Agreement shall be free from defects in workmanship and materials for a period of one year from the date each Vest is Accepted by the Director for use by an HPD officer, as long as the Outershell Carrier is used according to the instructions on the care label of the Outershell Carrier. Contractor may terminate this warranty during the one-year warranty period for the Outershell Carrier in the event it determines that the Outershell Carrier has been damaged due to misuse by the wearer or due to the wearer's noncompliance with Contractor's laundry instructions on the care label of the Outershell Carrier. In the event Contractor decides to terminate the warranty on an Outershell Carrier of a Vest Accepted by the Director for use by an HPD officer, Contractor shall notify the Director and the HPD officer to whom that Vest is issued of such termination.

City and the HPD officer to whom a Vest is issued under this Agreement shall follow the following procedure in the event an Outershell Carrier is defective or damaged in any way during the warranty period:

- (1) Mail the Outershell Carrier to Armor Holdings Products, LLC, 13386 International Parkway, Jacksonville, FL 32218, USA, Attention: Servicing Department (shipping costs to be paid by the City).

Contractor shall inspect the Outershell Carrier mailed as set out above and in consultation with the Director, Contractor shall repair or replace the Outershell Carrier and ship it back to the City

at the address provided by the Director.

O. Size Right Certified Solutions

Contractor shall have HPD officers measured by Size Right Certified Technicians who have undergone Contractor's Size Right Certified Solutions training program and are trained in the proper way to size officers for body armor. Contractor shall provide HPD officers with the required trial period to test the vests for proper sizing as set out in Section IV, G below.

P. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

Q. Use of Work Products - City may use all documents

(1) Subject to the Texas Public Information Act (TPIA), the City may use for its internal purposes only, all notes, plans, computations, databases, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement.

(2) Contractor warrants that it owns the copyright to the Documents.

(3) Contractor shall deliver the original Documents to the Director on request. Within five working days after this Agreement terminates, Contractor shall deliver to the Director the original Documents, and all other files and materials Contractor produces or gathers during its performance under this Agreement. Subject to the TPIA, City will protect all information designated

as confidential by Contractor and delivered to the City under this Agreement.

R. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

S. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

T. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "D."

U. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in

Exhibit "E," together with a written designation of all safety impact positions and,

- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 calendar days of the expiration of each 6-month period of performance and within 30 calendar days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

_____ V. Minority and Women Business Enterprises

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 8 % of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in

fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas, if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "C." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

W. Pay or Play Policy

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.

X. Delivery of Vests

Contractor shall ship all City orders for Vests along with invoices to its Houston office for delivery to HPD officers who were measured for such vests within 60 calendar days from the date of receipt of a City purchase order for the vests. Contractor shall mail the original invoices to HPD

Budget and Finance, 1200 Travis, 17th Floor, Houston, TX 77002 for vests delivered through its Houston office to HPD officers. Contractor's prices for Vests listed in Exhibit "B" includes the cost of shipping the Vests to City FOB Destination.

IV. DUTIES OF THE CITY

A. Payment Terms

Subject to the allocation of funds and upon Acceptance of the Vests by the Director for use by the HPD officer to whom that Vest is issued as detailed in Sections IV, G and H below, City shall pay and Contractor shall accept the unit prices set out in Exhibit "B" for the Vests and Accessories and Options purchased under this Agreement.

B. Addition of Vests

During the term of this Agreement, in the event Contractor offers other comparable or newer model Vests, the Director has the option to request Contractor in writing for such Vests in place of or in addition to the Vests detailed Exhibits "A" and "B." In the event the Director requests Contractor in writing for comparable or newer model Vests not listed in Exhibits "A" and "B" of this Agreement, then Contractor shall provide such comparable or newer model Vests requested by Director at the rates the parties negotiate and agree upon in writing at the time the Director requests Contractor in writing for such comparable or newer model Vests. For purposes of this section, the "Effective Date" means the date on which Contractor receives notification of additions. As of the Effective Date, such comparable or newer model Vests shall be subject to this Agreement as if it had been a part, but fees for such Vests shall start to accrue only as of the Effective Date.

C. Deletion of Vests

At any time during the term of this Agreement, the Director may notify Contractor in

writing to delete offering certain types of Vests being provided by Contractor to City and HPD officers under this Agreement. On receiving the notice, Contractor shall discontinue offering the City and HPD officers the models or types of Vests deleted by the Director effective the day Contractor receives the notice or the date stated in the notice. After Contractor submits an invoice to the City for such Vests provided prior to the date of the Director's notice, Contractor shall stop offering such Vests to City and HPD officers under this Agreement.

D. Price Adjustments

_____1) Except for price decreases, Contractor's unit prices for the three types of vests set out in Exhibit "B" remain in effect for one year following the date the Notice to Proceed is issued by the City Purchasing Agent for this Contract.

2) Beginning one year from the date the City issues Contractor the Notice to Proceed and each year thereafter, Contractor may ask the City Purchasing Agent for a price increase for Vests listed in Exhibit "B" or added to Exhibit "B" as set out in Section IV, B above. Notwithstanding the foregoing, Contractor may not request a price increase that exceeds the percentage of increase in the average Consumer Price Index ("CPI") for Greater Houston as published by the U.S. Department of Labor for the current year over the average CPI for the first twelve months of the Agreement.

3) Contractor shall notify the City Purchasing Agent about a decrease in the cost of Vests in the manner set out above.

4) The City Purchasing Agent shall send Contractor a written notification accepting the price increase for Vests supplied under this Agreement within 30 calendar days of the receipt of Contractor's letter requesting an increase in the event the City Purchasing Agent accepts Contractor's request as set out in this section. For purposes of this section, the "Effective Date"

means the date on which Contractor receives the City Purchasing Agent's written acceptance of the price increase. As of the Effective Date, the price increases accepted shall be part of Exhibit "B" of this Agreement, but the increased prices shall apply only to Vests ordered on or after the Effective Date.

In the event Contractor submits a written request for a price increase that meets the requirements of this section and the City Purchasing Agent fails to approve such a price increase within 30 days of receipt of Contractor's letter, Contractor's only remedy is to terminate this Agreement with 30 days' written notice to the City Purchasing Agent.

5) In the event Contractor notifies the City Purchasing Agent in writing about a decrease in prices that are set out in Exhibit "B" of this Agreement, all such price decreases shall become part of Exhibit "B" of this Agreement on the Effective Date, which for this section of the Agreement shall be the date on which the City Purchasing Agent receives Contractor's letter notifying the City about a decrease in prices for Vests listed in Exhibit "B" of this Agreement.

E. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

F. Method of Payment

_____ The City shall pay on the basis of invoices submitted by Contractor and approved by the Director, showing the Vests shipped and the unit prices for the same. The City shall pay Contractor within 30 calendar days of the receipt and approval of the invoices.

G. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

H. Acceptance of Vests by City

Beginning promptly after measuring each HPD officer, Contractor shall construct the Vest according to each officer's size and selected options and ship the Vest to the Director. The officer shall wear the Vest for 30 calendar days (the "Trial Period"), with Contractor providing support services.

If during the Trial Period, the officer and the Director advise Contractor that the Vest does not fit or does not meet Contractor's Documentation or the specifications set out in Exhibits "A" and "B" for the type of Vest provided under this Agreement, then the Director will notify Contractor in writing that the Vest does not meet Contractor's Documentation or the specifications, identify the deficiencies or the problems with the way the Vest fits the HPD officer for whom it was made. Contractor will have 30 calendar days to correct the problem(s), at which time the City will have an additional 15 days to retest the alterations made to the Vest.

The Director shall accept a Vest when: (i) the HPD officer to whom the Vest is issued confirms to Director that the Vest fits that officer according to the measurements provided to Contractor, and (ii) after physical inspection and continuous wearing of the Vest, the Vest has by the end of the 30-day Trial Period met Contractor's Documentation and the requirements of this Agreement. The Director shall reject the Vest if at the end of the 30-day Trial Period (plus any time

the City provides to Contractor to correct defects), the Vest does not fit the HPD officer for whom it was made or does not meet Contractor's Documentation or the specifications in Exhibits "A" and "B" and Contractor is unable to correct the deficiencies of the Vest notified by the Director.

If the Director rejects the Vest, it will be returned to Contractor at no cost to the City and the City will not pay for the use of that Vest. The City reserves all other available rights at law or in equity.

I. Limit of Appropriation

_____ (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ 306,702.50 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and, where in excess of the amount specified in Paragraph (4) below, approved by motion or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ _____, upon the request of the Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ _____.

SIGNED:

(Signature of the City Controller)
City Controller of the City

REQUESTED:

(Signature of the Director)
Director

(4) City Council delegates to the Director the authority to approve up to \$ 4,569,010.50 in supplemental allocations for this Agreement without returning to Council.

(5) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

J. Changes

(1) At any time during the Agreement Term, the Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she

may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

- (2) The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of Director]

- (3) The Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 must be approved by the City Council.

- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

(5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

(6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for five years unless sooner terminated under this Agreement (the "Initial Term").

B. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental

allocations, this Agreement will be automatically renewed for five successive one-year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 calendar days before the expiration of the then-current term.

C. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 calendar days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV, A unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including

but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

_____ Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory

body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each

Product passes from Contractor to the City upon acceptance by the City.

P. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

Q. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

R. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

S. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

T. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 calendar days OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor shall provide the City with three types of Body Armor for the Houston Police Department that meets the technical specifications set out for each type in Exhibits "A" & "B."
2. Contractor shall provide HPD with the following three models of Vests it manufactures:
 - a. Safariland Matrix Silver Level II Vest patrol concealable soft body armor to be used as standard issue armor for routine daily wear under a shirt by HPD officers;
 - b. Protech TAC 6 Vest, Level 3a, modified to HPD's design requirements with PT 300 Series ballistics package for officers on Narcotics detail; and
 - c. Protech Titan Vest, Level 3a, modified to HPD's design requirements with Stealth PT 300 Series package for officers on the SWAT team.
3. Contractor's Safariland Matrix Silver Level II Vest shall:
 - a. have been tested by the National Institute (NIJ) of Justice's National Law Enforcement Technology Center;
 - b. comply with the requirements of NIJ's 2005 Interim Requirements or other NIJ standard to which the Vest was originally certified by the Contractor when the Vest was first offered to HPD under this Agreement;
 - c. comply with the following:
 - i. MIL-STD-662, V₅₀ Ballistics Test For Armor;
 - ii. ISO 9001 Quality Assurance Certification;
 - iii. ANSI/ASQC - Q9000 Quality Standard, dated August 1, 1994
 - d. be provided in two models, one for males the other for females;
 - e. be comfortable to be worn concealed under a shirt;

- f. be supplied with options and colors for male and female personnel;
- g. be provided to HPD officers at a convenient location for measurement, fitting and service during regular business hours Monday through Friday;
- h. be designed to provide:
 - i. protection against labeled projectiles in accordance with NIJ 2005 Interim Requirements or latest standard for Type 2 armor;
 - ii. a high degree of concealment and comfort;
 - iii. minimum restriction of motion or mobility;
- i. be provided with optional carriers to allow for laundering and color changes;
- j. be designed with Ballistics Panels of soft body armor;
- k. provide thin, flexible, lightweight comfort utilizing a matrix of two or more of the following: woven Twaron (manufactured by Teijin Twaron) and Goldflex (manufactured by Honeywell) or other materials approved by the Director.
- l. have complete, unstitched Ballistics Panels with the exception of tacks at the panel edges;
- m. be designed and constructed to be (1) light and thin but NIJ 2005 Interim Requirements or other NIJ standard to which the Vest was originally certified by the Contractor when the Vest was first offered to HPD under this Agreement, Type 2 compliant; (2) durable; (3) easy to clean; (4) minimally restrictive of a person's movements and mobility; and (5) able to provide the greatest amount of ballistics coverage consistent with comfort and concealment;
- n. be configured to be a slipover Vest that covers most of the upper torso, including the sides of the body, with elastic straps that have hook and pile fasteners to allow for

- proper positioning and comfort and the entire perimeter of the Vest shall be curved allowing for no sharp corners or straight edges;
- o. have a front Ballistics Panel that covers the chest up to the collar bone, a scooped neck that can be concealed under an open collared shirt, extends down to the waist to rest just above the belt so that the Vest is not pushed up when the wearer sits down, circumscribes the sides to protect both sides of the body and has the section covering the biceps/chest of the wearer cut in such a way so as not to constrict the wearer's arm movement or cause friction during such use as driving a motor vehicle;
 - p. have a rear Ballistics Panel that covers the back of the wearer's torso just above the shoulder blades down to just above the waist belt, with sides of the torso covered from both the front and rear panels as customized by HPD to maximize both coverage and comfort;
 - q. have panels and carriers equipped with an internal suspension system which prevents Ballistics Panels from sagging thus ensuring full protection to the wearer;
 - r. have labels that remain readable during the warranted life of the armor, meet labeling NIJ 2005 Interim Requirements or other NIJ standard to which the Vest was originally certified by the Contractor when the Vest was first offered to HPD under this Agreement, for Bullet-Resistant Body Armor, and include (i) name of manufacturer, (ii) level of protection, (iii) NIJ 2005 Interim Requirements or latest standard, (iv) date of fabrication, (v) size, (vi) serial number, (vii) model of vest, (viii) care instructions, (ix) lot number and (x) date of issue for the Ballistics Panels; and
 - s. have each Ballistics Panel covered in 70x70 density Denier Nylon/Antron Ripstop material treated to make them water repellant, with inner cover material that is stain-

resistant, odor and mildew resistant with no visible fabric or color flaws.

4. Each piece of Body Armor supplied by Contractor shall contain:
 - i. One pair of Ballistics Panels, consisting of one rear and one front panel;
 - ii. One complete washable carrier that can be unzipped from the Ballistics Panels for laundering with the help of zippers integrated into the strike-face side of the carrier and secured with a self-locking #4.5 coil zipper, with the outer shell of the carrier constructed of Nylon-Cotton RipStop (a type of nylon fabric interwoven in a crosshatch pattern to prevent fabric from ripping) material, the shoulder and waist straps constructed of a soft Elastomeric (a rubber-like material) composite material, with QwikTab (Contractor's trade-marked fastener system) hook fasteners for closures, with wicking mesh of 28 gauge, 100-Denier warp knit on the body side, with moisture release fabric that would be less clammy to the wearer, that has no fabric or color flaws; and
 - iii. One trauma reduction insert, made of bullet resistant material, five inches by eight inches in size, placed in a nylon cover, tucked into one end of the ballistics material and sewn shut through to hold it in place.

BALLISTICS TESTS

5. Contractor shall provide Vests that meet the following weight requirements and have certified test results for the ballistics tests set out below:
 - a. Threat Level 2, Maximum weight 0.78 pounds per square foot & maximum thickness of 0.17 inches;
 - b. V50 test requirements, with minimum test results for Threat Level 2, using 9mm FMJ RN, 124-grain bullets, and a minimum velocity of 1506 fps;

- c. Base line test results for threat Level 2, using 0.357 Mag. JSP, 158-grain bullet, and a minimum velocity of 1549 fps;
 - d. Relative Performance Index for threat Level 2 no lower than 1931 fps using bullets of 9mm FMJ RN, 124-grain and lower than 1986 fps using bullets 0.357 Mag, JSP, 158-grain;
 - e. Trauma Performance for threat Level 2 no higher than 29 mm (Back Face Signature) using a bullet 9mm FMJ RN, 124-grain and no higher than 34 mm (Back Face Signature) using bullet 0.357 Mag. JSP, 158-grain; and
 - f. Contractor shall submit test reports from an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirement or other NIJ standard to which the Vest was originally certified by the Contractor when the Vest was first offered to HPD under this Agreement.
6. Contractor shall offer the following accessories with each piece of Body Armor:
- i. Impact ST trauma plate;
 - ii. Additional removable outer carriers; and
 - iii. Tactical outer carrier.

QUALITY CONTROL

7. Contractor shall maintain its ISO 9001 certification throughout the term of this Agreement by having in place a quality control program that meets the requirements of the certifying agency accredited by the Registrar Accreditation Board (US) and the Radd voor de Certificatie (Dutch). Contractor's certification from such an agency must encompass in its scope the design and manufacture of technologically advanced personal safety equipment including

concealable and tactical bullet resistant vests, custom body armor, composite armor, explosive ordinance protection, ballistics face and head protection, ballistics shields, other police and military apparel and narcotic identification systems.

Contractor must document its quality control system to ensure the integrity and quality of the manufactured products at every stage of the manufacturing process beginning with the raw materials Contractor purchases from various suppliers.

Contractor shall have an in-house ballistics laboratory capable of subjecting all incoming raw materials, components of the Vests and semi-finished Vests at various stages in the manufacturing process to ballistics testing. Contractor shall conduct such tests in accordance with MIL-STD-662 and TOP 2-2-710 standards. In addition, Contractor shall ensure that its ballistics tests comply with the inclusion and adherence standards set out in the NIJ 2005 Interim Requirements or other NIJ standard to which the Vest was originally certified by Contractor when the Vest was first offered to HPD under this Agreement.

Contractor shall inspect: (a) all Vests for material defects and ply counts; (b) all Vest panels for proper ballistics stitching; and (c) covers and accessories for defects at selected points in the manufacturing process to assure that there are no hidden defects in the finished product.

Contractor shall conduct a thorough inspection of the finished product prior to shipment to City. Contractor shall include a copy of its quality control sheet with reviews from various levels of quality control staff and confirm that the product being shipped to the City matches up with City orders prior to fulfilling any orders placed by the City.

SERIAL NUMBERS

8. Contractor shall have serial numbers (either sequential or consecutive) on each Vest delivered to the City that would allow Contractor to track various items it used in constructing each Vest

and the ballistics tests it subjected such materials to before using them to form various components of that Vest. Contractor shall provide serial numbers on each panel of the Vests so that the original ballistics material used to construct the panel can be traced to the batch of such material supplied by the supplier and back to the material mill roll number in order to trace the material back to the manufacturer. Further, Contractor shall assign a serial number to the Vest that would enable it to track the test results for the ballistics tests done on the lot of materials used and the ballistics tests done on the batch of panels used in constructing each Vest.

VESTCHECK OR CONTINUED VEST TESTING

9. During the term of this Agreement, Contractor shall maintain its VestCheck program to continuously evaluate Vests in use by HPD. Contractor's VestCheck program for HPD shall include:
 - a. the physical inspection and ballistics testing of Vests worn by officers during normal duty hours;
 - b. an in-depth on-going review of individual Vests worn by HPD officers, Vests in storage and maintenance of such Vests by HPD officers; and
 - c. a replacement program, whereby, HPD officers whose Vests are selected by the manufacturer for evaluation shall be provided a free replacement Vest by Contractor; Contractor shall first provide the officer with the free replacement Vest prior to collecting his or her Vest for evaluation under its VestCheck program as set out above.

MEASUREMENT AND FITTING

10. Contractor shall measure each HPD officer in order to ensure that the Vests supplied to HPD officers fit in such a way that:

- a. the side edges of the front and back Ballistics Panels meet or overlap;
- b. the bottom edge of the front Ballistics Panel is within one inch of the widest waist belt (usually the duty belt) when the wearer is in a relaxed seated position;
- c. the bottom edge of the back panel is within one inch of the widest waist belt (usually the duty belt) when the wearer is standing; and
- d. the Vests for female HPD officers are based on individual measurements including bust size and are made to fit by using a sizing chart that conforms to the actual tape measurements of the officer's upper body and the certified Size Right Program established by the manufacturer for such Vests.

FIT AND ALTERATION POLICY

11. Contractor shall perform free alterations to Vests when such alterations involve an inch or more of either reductions or increases in size of any area of the Vest; such alterations shall be performed within 30 calendar days of shipping of such Vests; and adjustments of less than an inch shall be made by HPD officers themselves by adjusting the straps on the Vests.

PACKAGING AND SHIPPING

12. Contractor shall follow commercial practices in packaging and shipping all Vests to City and in accordance with such practices all Vests shall be shipped to City in corrugated cardboard boxes to ensure that the Vests are not damaged enroute.

TACTICAL BODY ARMOR – Protech TAC 6 Vest, Level 3a for Narcotics Detail

13. Contractor shall provide Body Armor for use by HPD officers in tactical or special operations units that have special design features and have been constructed for use in high-risk situations because they offer:
 - a. a high degree of ballistics coverage;

- b. minimum restrictions on mobility or movement;
- c. Clean, Modular Grid (with Snap and Velcro) or MOLLE fasteners
- d. a “pocket” in the front and rear to house a 10 inches x 12 inches Level III or IV Ballistics Plate;
- e. an adjustable rifle retention system; and
- f. ease of cleaning with the Vest being constructed from removable, washable, and high abrasion-resistant fabric.

DESIGN REQUIREMENTS

14. Contractor shall design Vests for use in various tactical operations by configuring a sleeveless slip-on Vest that covers the upper torso of the officer, affording maximum coverage while optimizing range of motion. Other features of the Vest shall include:
- a. ballistics coverage for the front, sides, rear and over the shoulder;
 - b. front panels that afford coverage from a point just below the “V” in the neck and extend downward to the top of the belt line;
 - c. front panel that also extends to the sides and rear in order to provide an overlap over the rear panel;
 - d. wrap-around coverage of ballistics material from the side to the front and rear with no gaps in ballistics protection;
 - e. side panel shall overlap the rear panel by at least two inches and shall be secured by a hook and loop closure;
 - f. an independent closure system made of 1000 Denier Cordura and stiffener attached to the rear of the Vest by means of six tri-glide buckles that are concealed under the tactical attachment platform;

- g. buckles that allow for maximum adjustability and that securely attach to the front panel by means of a hook and loop closure;
- h. rear Ballistics Panel that provides coverage from a point just below the junction of the neck and shoulders down to the top of the belt line;
- i. two panels that provide over-the shoulder ballistics protection without leaving gaps at the top of the shoulder and are designed to allow the wearer the ability to adjust the torso length a minimum of three inches; and
- j. a design that incorporates a detachable collar.

DESIGN FEATURES TO MAXIMIZE UTILITY & MULTI-MISSION CAPABILITY

15. Contractor shall design a Tactical Vest that maximizes utility and is versatile for use in various types of missions by:

- a. providing a “clean” version of the carrier that can incorporate a load-bearing Vest;
- b. securing a modular pouch to the garment by means of pull-the-dot snaps and a hook and loop closure system;
- c. designing the pouch to accommodate various types of equipment with an internal locking system to secure such equipment;
- d. affixing a numbered label on each pouch and a directional pull indicator on the locking system;
- e. or attaching a MOLLE system to the garment by using one inch webbing tacked every one and a half inches with one inch spacing between rows; with the pouch woven through the MOLLE system and secured by a snap; and designed to accommodate various types of equipment with an internal locking system to secure such equipment;
- f. providing an integrated rifle-butt retention system with a positive shoulder mount for

- long guns, capable of incorporating both Pacskin and a molded adjustable riflebutt stop, with the stop adjusted to a minimum of five different positions and when in use capable of ensuring proper weapon placement with a minimum of head movement;
- g. providing 360 degree attachments to accept various pouches;
 - h. including a front and rear plate pocket which could be upgraded to work with armor plates;
 - i. placing a built-in wire channel in the top rear plate pocket with a three-inch opening that conceals the wire channel that exits the inner side of the shoulder hook allowing access from both the left and right sides;
 - j. constructing a comfortable diamond rip-stop nylon interior carrier;
 - k. allowing for 6004 tactical holster being attached to the internal webbing; and
 - l. incorporating various attachment systems to the carrier, including pull down groin, detachable biceps, and detachable ID's.

DRAG STRAP

16. Contractor shall provide a drag strap at the top of the rear panel of the Vest, constructed out of nylon webbing, MIL Spec W17337, for extrication of a downed officer, and the strap shall have a tensile strength of at least 2200 pounds.

BALLISTICS MATERIALS

17. Contractor shall construct the Vests out of materials that are brand new and meet Contractor's material quality inspection standards so as not to affect the appearance, durability and functionality of the Vests. Contractor shall construct the Ballistics Panels out of two or more of the following: woven microlaminate Kevlar, woven Kevlar, Gold Flex, Quadralink Kevlar,

unidirectional polyethylene, Quadralink woven Kevlar, and felted Kevlar.

PANEL CONSTRUCTION

18. Contractor shall construct the Vests out of two or more of the following materials:
woven microlaminate Kevlar, woven Kevlar, Gold Flex, Quadralink Kevlar, unidirectional polyethylene, Quadralink woven Kevlar, and felted Kevlar with no stitches except tacks on the panels and at the edges.

BALLISTICS PANEL COVER MATERIAL

19. Contractor shall cover each Ballistics Panel in 200 Denier nylon coated with urethane to make it water repellant; the fabric shall have a tensile strength of at least 199.5 pounds and shall have no visible flaws including any discoloration.

BALLISTICS TESTS

20. Contractor shall provide Tactical Vests that meet the following weight requirements and have certified results for the ballistics tests set out below:
- a. PT 100 Series package, model number BIIIA-5.0, maximum weight of 22.3 ounces/1.45 pounds per square foot and a maximum thickness of 0.38 inches;
 - b. Stealth SS ballistics package, model number PT-300, maximum weight of 15.7 ounces/0.98 pounds per square foot and a maximum thickness of 0.205 inches;
 - c. V50 test requirements, with minimum test results for PT 100 Series package, model number BIIIA-5.0, using 9mm, 124-grain FMRJN bullet and a minimum velocity of 1696 fps;
 - d. V50 test requirements, with minimum test results for PT 300 Series ballistics package, model number PT-300, using 9mm, 124-grain FMJRN and a minimum velocity of 1596 fps;

- e. Base line test results for PT 100 Series ballistics package, model number BIIIA-5.0, using 44 mag. 240-grain JHP and a minimum velocity of 1623 fps;
- f. Base line test results for PT 300 Series ballistics package, model number PT-300, using 44 mag. 240-grain JHP and a minimum velocity of 1581 FPS;
- g. Trauma performance no higher than 40.0 mm Back Face Signature for 44 mag and 31.0mm for 9mm Back Face Signature with threat level PT 100 Series model number BIIIA-5.0;
- h. Trauma performance no higher than 37.0mm Back Face Signature for 44 mag and 27mm Back Face Signature for 9mm with threat level PT 300 Series model number PT-300; and
- i. Contractor shall submit test reports from an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirements or other NIJ standard to which the Vest was originally certified by Contractor when the Vest was first offered to HPD under this Agreement.

VEST COVER

- 21. Contractor shall construct the outer layers of the Vest from high abrasion 1000-Denier Cordura fabric and the inner lining from rugged diamond rip-stop nylon to prevent chaffing while adding comfort and fit for the wearer. Contractor shall put in place a rigorous quality control system to check all Vests supplied to HPD to ensure that the Vests delivered have no visible flaws in the fabric or color of the Vests.

ADJUSTABLE SIDE CLOSURE SYSTEM

- 22. Contractor shall provide side enclosures that are made of eight inch, rugged 1000 Denier

Cordura material and stiffener; a closure system that is adjustable by means of a six piece tri-glide buckling system concealed under the rear tactical attachment platform to firmly secure the front and rear Ballistics Panels together; and side closures designed to allow the front Ballistics Panels to overlap over the rear panel a minimum of two inches during normal wear.

BALLISTICS PLATE INSERTS

23. Contractor shall design the Tactical Vests for HPD to accommodate Level III and Level IV plate inserts.

VEST OPTIONS

24. Contractor shall offer HPD officers the following options for the Tactical Vests being provided under this Agreement:
- a. Outer cover made from Nomex fabric;
 - b. Detachable Groin Protector Level IIIA;
 - c. Detachable Scooped Ballistics Collar;
 - d. Detachable Throat Protection;
 - e. Detachable Ballistics Upper Arm Protection - Level IIIA;
 - f. Modular Grid Pocket System Or MOLLE Pocket System or "Clean";
 - g. Upgraded level III and IV hard armor plates;
 - h. Equipment Specific Pouches; and
 - i. Custom ID Patches.

COLOR OPTIONS

25. Contractor shall offer vests in the following standard colors:
- (a) Black; (b) OD Green; (c) Navy; (d) Woodland Camo; (e) Day Desert; and
 - (f) Urban Storm.

MISCELLANEOUS

26. Contractor shall follow the instructions set out in the provisions titled “Quality Control”, “Serial Numbers”, “Measurement and Fitting”, “Vestcheck Continued Testing”, “Fit and Alteration Policy”, and “Packaging and Shipping” while supplying HPD with Tactical Vests as set out above.

PROTECH TITAN VEST, LEVEL 3a - SWAT Tactical Vest

27. Contractor shall construct and design the SWAT Tactical Vest for use as special issue equipment that (a) is durable; (b) easy to clean; © does not constrict mobility or restrict movements; (d) provides the greatest amount of ballistics coverage consistent with comfort; (e) has front and back pockets to accommodate Ballistics Panels; and (f) has an outer shell made of Cordura.
28. Contractor shall construct the Vest in such a way that the Ballistics Panels wraparound from the front to the back with a six inch MOLLE closure system that allows the straps to be adjusted anywhere along the entire circumference of the vest (360 degrees). Contractor shall also provide a second bird-mouth style closure system located under the side MOLLE flap, incorporate upgraded front, back and unique front wing (side) hard armor plates, ensure that the two-inch Cordura shoulder straps are adjustable and that the Vest comes with an optional yoke system that includes a ballistics collar that protects both the shoulder and throat. In addition to the collar, Contractor shall equip the Vest with two non-skid weapon retention pads on the left and right sides where a weapon could be shouldered and secure the pads with an internal wire channel from the top of the rear shoulder attachment piece; incorporate two D-Rings placed three inches apart and secured with one inch webbing on the back to allow for additional equipment; secure the back panel with a four-inch BellyBand that also adds comfort and fit to

the Vest; come with ID attachment platforms as a standard feature, adequate headroom to make it easy to wear or take off and the Ballistics Panels that encircle the Vest from the front, back and the sides are removable; have a contoured front Ballistics Panel that covers the chest approximately up to the collar bone, have a scooped neck sufficient to maintain comfort and extend downward to the waist; and cut the area of the chest that covers the biceps/chest region with sufficient room to minimize irritation and restriction of arm movements.

DRAG STRAP

29. Contractor shall attach a drag strap made of nylon webbing MIL Spec W17337 and a tensile strength of at least 2200 pounds to the Vest for use in extracting a downed officer.

BALLISTICS MATERIALS FOR PANELS

30. Contractor shall construct all Tactical Vests supplied to HPD under this Agreement from new materials that meet Contractor's material inspection quality standards; such materials shall consist of two more or more of the following: woven microlaminate Kevlar, woven Kevlar, Gold Flex, Quadralink Kevlar, unidirectional polyethylene, Quadralink woven Kevlar, and felted Kevlar; and all Ballistics Panels shall be complete panels that have not been patched together except that the panels shall be tacked at the edges.

BALLISTICS TESTS

31. Contractor shall provide SWAT Tactical Vests that meet the following weight requirements and have certified results from the ballistics tests set out below:
 - a. PT 100 Series ballistics package for model number BIIIA-5.0, maximum weight of 22.3 ounces/1.45 pounds per square foot and a maximum thickness of 0.38 inches;
 - b. PT 300 Series ballistics package for model number PT 300, maximum weight of 15.7

- ounces/0.98 pounds per square foot and a maximum thickness of 0.205 inches;
- c. V50 test requirements, with minimum test results for Stealth ballistics package, model number BIIIA-5.0, using 9mm, 124-grain FMJRN and a minimum velocity of 1696 fps;
 - d. V50 test requirements, with minimum test results for PT 300 Series ballistics package, model number PT-300, using 9mm, 124-grain FMJRN and a minimum velocity of 1598 fps;
 - e. Base line test results for PT 100 Series ballistics package, model number BIIIA-5.0, using 44 mag. 240-grain JHP and a minimum velocity of 1623 fps;
 - f. Base line test results for PT 300 Series ballistics package, model number PT 300 using 44 mag. 240-grain JHP and a minimum velocity of 1581 fps;
 - g. Trauma performance no higher than 40mm Back Face Signature for 31mm with threat level PT 100 Series model number BIIIA-5.0;
 - h. Trauma performance no higher than 37mm Back Face Signature for 27mm with threat level PT 300 Series model number PT 300; and
 - i. Contractor shall submit test reports from an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ 2005 Interim Requirements.

BALLISTICS PANEL COVER MATERIAL

32. Contractor shall cover each Ballistics Panel in 200 Denier nylon coated with urethane to be water repellant, a tensile strength of 199.5 pounds and shall use material that has no visible flaws in fabric or color.

VEST COVER

33. Contractor shall construct the outer layer of the Vest from high abrasion-resistant 1000-Denier Cordura fabric, the lining from rugged 420 diamond rip-stop nylon to prevent chaffing while adding comfort and fit to the garment and shall ensure that all material used in the construction of the Vest is free of flaws either in the fabric itself or its coloration.

ELASTIC WEBBING & SPANDEX SIDE CLOSURE

34. Contractor shall construct the side closures from high quality MOLLE webbing, shall design the closures to allow the front Ballistics Panel to overlap the rear panel during normal wear and shall provide a Velcro strip to hold the front and rear Ballistics Panels together.

BALLISTICS PLATE INSERTS

35. Contractor shall design the SWAT Tactical Vests to accommodate Level III and Level IV ballistics plate inserts.

VEST OPTIONS

36. Contractor shall provide HPD officers the option to select any of the following additional features for their Vests:
- a. Detachable Yoke (shoulder, collar and throat protection);
 - b. Detachable Yoke (only shoulders);
 - c. Outer cover of fire retardant Nomex;
 - d. Groin Protector Level IIIA - detachable;
 - e. Ballistics Upper Arm Protection - Level IIIA;
 - f. Modular Molle Pocket Attachment System;
 - g. Modular Grid (Snap and Velcro) Pocket Attachment System;
 - h. Custom ID Patches; and
 - i. Level III and Level IV Hard Armor Plates for front, back and wings (sides).

COLOR

37. Contractor shall offer the Vests to HPD officers in the following standard colors:

Black, OD Green, Navy, Woodland Camo, Day Desert and Urban Storm.

MISCELLANEOUS PROVISIONS

38. Contractor shall follow the instructions set out in the provisions titled "Quality Control", "Serial Numbers", "Measurement and Fitting", "Vestcheck Continued Testing", "Fit and Alteration Policy", and "Packaging and Shipping" while supplying HPD with Tactical Vests as set out above.

EXHIBIT "B"

UNIT PRICES FOR THE VESTS, ACCESSORIES AND OPTIONS



ARMOR HOLDINGS®

SWAT Vest - Titan	
	Price
<i>Modified to Houston PD Design Requirements</i>	\$1,750.00
<i>Package Includes:</i>	
Titan Vest (PT 300 Series) w/MOLLE System	
Collar/Yoke/Shoulder Protection (PT 300 Series)	
Throat Protector (PT300 Series)	
Upper Arm (Bicep) Protection - Pair (PT 300 Series)	
Certified Groin Protector	
Police ID Patches - 1" (3)	
Police ID Patches - 2" (1)	
Pocket Set - Set of (6) Pockets	
Additional Tactical Options	
Strike Plates	
	Price
10x12 Ballistic Plate, Level 3 Ceramic/Polyethylene, Multi-Curve	\$340.00
10x12 Ballistic Plate, Level 3 Polyethylene Multi-Curve	\$510.00
10x12 Ballistic Plate, Level 4 Ceramic/Aramid, Multi-Curve	\$255.00
6x6 Mini-side Ballistic Plate, Level 3 Ceramic/Polyethylene	\$170.00
6x6 Mini-side Ballistic Plate, Level 3 Polyethylene	\$230.00
6x6 Mini-side Ballistic Plate, Level 4 Ceramic/Aramid	\$150.00
Helmets	
	Price
Delta 4 Helmet (4-pt suspension system) w/DK-6 Riot Face Shield (4.0mm)	\$280.00
Delta 4 LT Helmet (4-pt suspension system) w/DK-6 Riot Face Shield (4.0mm)	\$340.00
PASGT Helmet (4-pt suspension system) w/DK-5 Riot Face shield (4.0mm)	\$267.00
Shields	
	Price
Level 3 INTRUDER HS w/LED Lights, 20"x34"	\$1,700.00
Level 3 BODY BUNKER HS, 31"x48"	\$2,040.00



ARMOR HOLDINGS

SWAT Vest - Titan	
	Price
<i>Modified to Houston PD Design Requirements</i>	\$1,750.00
<i>Package Includes:</i>	
Titan Vest (PT 300 Series) w/MOLLE System	
Collar/Yoke/Shoulder Protection (PT 300 Series)	
Throat Protector (PT300 Series)	
Upper Arm (Bicep) Protection - Pair (PT 300 Series)	
Certified Groin Protector	
Police ID Patches - 1" (3)	
Police ID Patches - 2" (1)	
Pocket Set - Set of (6) Pockets	
Additional Tactical Options	
Strike Plates	
	Price
10x12 Ballistic Plate, Level 3 Ceramic/Polyethylene, Multi-Curve	\$340.00
10x12 Ballistic Plate, Level 3 Polyethylene Multi-Curve	\$510.00
10x12 Ballistic Plate, Level 4 Ceramic/Aramid, Multi-Curve	\$255.00
6x6 Mini-side Ballistic Plate, Level 3 Ceramic/Polyethylene	\$170.00
6x6 Mini-side Ballistic Plate, Level 3 Polyethylene	\$230.00
6x6 Mini-side Ballistic Plate, Level 4 Ceramic/Aramid	\$150.00
Helmets	
	Price
Delta 4 Helmet (4-pt suspension system) w/DK-6 Riot Face Shield (4.0mm)	\$280.00
Delta 4 LT Helmet (4-pt suspension system) w/DK-6 Riot Face Shield (4.0mm)	\$340.00
PASGT Helmet (4-pt suspension system) w/DK-5 Riot Face shield (4.0mm)	\$267.00
Shields	
	Price
Level 3 INTRUDER HS w/LED Lights, 20"x34"	\$1,700.00
Level 3 BODY BUNKER HS, 31"x48"	\$2,040.00

EXHIBIT "C"
MWBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3. Within five business days of execution of this subcontract, Engineer (prime engineer) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has

arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.

EXHIBIT "D"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

- 1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

_____ A written Drug Free Workplace Policy has been implemented and employees
 Initials notified. The policy meets the criteria established by the Mayor's Amended Policy
 on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the
 Initials Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive
 Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and
 Initials Human Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee
 Initials positions performing on the City of Houston contract. The number of employees
 in safety impact positions during this reporting period is _____

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

	Random	Reasonable <u>Suspicion</u>	Post <u>Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

